

# CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N. Y. 10005

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CABLE ADDRESSES

CRAVATH, N. Y.  
CRAVATH, PARIS.  
CRAVATH, LONDON, E.C. 2.

1 10634-133

No. 1 JAN 21 1981

Date.....

Fee \$10.00

November 17, 1980

Blue ICC Washington, D. C.

Louisville and Nashville Railroad Company

Amendment Agreement No. 2 Dated as of September 15, 1980

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, enclosed for filing on behalf of Louisville and Nashville Railroad Company, as an amendment to the filings under recordation number 10634, are counterparts of the following document:

Amendment Agreement No. 2 dated as of September 15, 1980, among First Security State Bank, as trustee, Louisville and Nashville Railroad Company, L&N Investment Corporation and First Security Bank of Utah, N.A.

The names and addresses of the parties to the aforementioned Agreement are:

(1) Owner-Trustee-Lessor-Vendee-Buyer:

First Security State Bank,  
79 South Main Street  
Salt Lake City, Utah 84111.

(2) Builder:

L&N Investment Corporation,  
908 West Broadway  
Louisville, Kentucky 40201.

COUNSEL  
MAURICE T. MOORE  
CARLYLE E. MAW

ROSWELL L. GILPATRICK  
ALBERT R. CONNELLY  
L. R. BRESLIN, JR.  
GEORGE B. TURNER  
FRANK H. DETWEILER  
GEORGE G. TYLER  
JOHN W. MORSE  
HAROLD R. MEDINA, JR.  
CHARLES R. LINTON  
WILLIAM B. MARSHALL  
ROYALL VICTOR  
ALLEN H. MERRILL

4, PLACE DE LA CONCORDE  
75008 PARIS, FRANCE  
TELEPHONE: 265-61-54  
TELEX: 290530

33 THROGMORTON STREET  
LONDON, EC2N 2BR, ENGLAND  
TELEPHONE 1-606-1421  
TELEX: 8814901

RECEIVED  
JAN 21 1981  
FEE OPERATION BR.

*Checklist - Wm. H. Fournier*

*Ms Lee -  
we think this one  
will be 10634-E,  
but please double  
check -  
RAB*

(3) Lessee-Railroad-Seller:

Louisville and Nashville Railroad Company,  
908 West Broadway  
Louisville, Kentucky 40201.

(4) Agent-Vendor:

First Security Bank of Utah, N.A.,  
79 South Main Street  
Salt Lake City, Utah 84111.

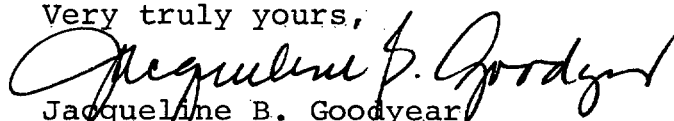
Please file and record the document referred to in this letter and index it under the names of the Agent-Vendor, the Lessee-Railroad-Seller, the Owner-Trustee-Lessor-Vendee-Buyer and the Builder.

The Hulks covered by the Amendment Agreement are listed in Schedule B thereto. The reconstructed railroad equipment covered by the Amendment Agreement are listed in Schedule A thereto.

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording the Amendment Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,



Jacqueline B. Goodyear  
As Agent for Louisville and  
Nashville Railroad Company

Agatha L. Mergenovich, Secretary,  
Interstate Commerce Commission,  
Washington, D. C. 20423.

Encls.

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

OFFICE OF THE SECRETARY

Jacqueline B. Goodyear  
Cravath, Swaine & Moore  
One Chase Manhattan Plaza  
New York, N. Y. 10005

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/21/81 at 2:55PM, and assigned re-recording number(s) 10634-E, & 10348-E.

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

JAN 21 1981 -2 55 PM

## INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT No. 2 dated as of September 15, 1980, among FIRST SECURITY STATE BANK, as trustee (the "Owner Trustee") under a Trust Agreement dated as of April 2, 1979, with WESTINGHOUSE CREDIT CORPORATION (the "Owner Participant"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY (the "Lessee"), L&N INVESTMENT CORPORATION (the "Builder") and FIRST SECURITY BANK OF UTAH, N.A., acting as agent (the "Agent") for certain institutional investors under a Participation Agreement No. 2 dated as of April 2, 1979.

[CS&amp;M Ref. 2043-904]

The Agent, the Builder and the Owner Trustee have entered into a Reconstruction and Conditional Sale Agreement dated as of April 2, 1979 (the "RCSA"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 17, 1979, at 10:25 a.m. under recordation number 10634.

The Owner Trustee and the Agent have entered into a Transfer Agreement dated as of April 2, 1979 (the "Transfer Agreement"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 17, 1979, at 10:25 a.m. under recordation number 10634-A.

The Lessee and the Owner Trustee have entered into a Lease of Railroad Equipment dated as of April 2, 1979 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 17, 1979, at 10:25 a.m. under recordation number 10634-B.

The Lessee and the Owner Trustee have entered into a Hulk Purchase Agreement dated as of April 2, 1979 (the "Hulk Purchase Agreement"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 17, 1979, at 10:25 a.m. under recordation number 10634-D.

The parties hereto have agreed to amend the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement to include only the units of equipment actually sold to the Owner Trustee, reconstructed by the Builder and leased to the Lessee, all in accordance with the terms of

such documents. In addition, the parties have agreed to amend the Lease to correct the casualty value percentages and the semi-annual rental payments set forth in Schedules B and C thereto. Accordingly, the parties hereto hereby agree as follows:

1. Schedule A to the RCSA is hereby deleted and Item 1 hereto is hereby substituted therefor.

2. Annex I to the Transfer Agreement is hereby deleted and Item 2 hereto is hereby substituted therefor.

3. Schedule A to the Lease is hereby deleted and Item 3 hereto is hereby substituted therefor.

4. Exhibit A to the Hulk Purchase Agreement is hereby deleted and Item 4 hereto is hereby substituted therefor.

5. Schedule B to the Lease is hereby deleted and Item 5 hereto is hereby substituted therefor.

6. Schedule C to the Lease is hereby deleted and Item 6 hereto is hereby substituted therefor.

7. The Lessee shall promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.

8. Except as amended hereby, the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement shall remain in full force and effect. Any reference to such documents in such documents or in any document contemplated thereby shall mean such documents as amended hereby.

9. This Amendment Agreement may be executed in any number of counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be duly executed by their respective officers as of the date first set forth above.

FIRST SECURITY STATE BANK,  
not its individual capacity  
but solely as Trustee,

[Corporate Seal]

Attest:

R. Schutjes  
Authorized Officer

by

[Signature]  
Authorized Officer

LOUISVILLE AND NASHVILLE  
RAILROAD COMPANY,

[Corporate Seal]

by

Attest:

Assistant Vice President

Assistant Secretary

L&N INVESTMENT CORPORATION,

[Corporate Seal]

by

Attest:

Vice President

Attesting Officer

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity  
but solely as Agent,

[Corporate Seal]

by

Attest:

Authorized Officer

Authorized Officer

STATE OF UTAH,                   )  
   ) ss.:  
 COUNTY OF SALT LAKE,)

On this 17th day of November 1980, before me personally appeared John R. Sager, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Randy R. Maupant  
 Notary Public

[Notarial Seal]

My Commission expires 2-8-82

STATE OF UTAH,                   )  
   ) ss.:  
 COUNTY OF SALT LAKE,)

On this 17th day of November 1980, before me personally appeared Fuchia B. Eichers, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Randy R. Maupant  
 Notary Public

[Notarial Seal]

My Commission expires 2-8-82

COMMONWEALTH OF KENTUCKY, )  
 ) ss.:  
 COUNTY OF JEFFERSON, )

On this            day of            1980, before me  
 personally appeared            , to me personally  
 known, who, being by me duly sworn, says that he is Assistant  
 Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY,  
 that one of the seals affixed to the foregoing instrument is  
 the corporate seal of said Corporation, that said instrument  
 was signed and sealed on behalf of said Corporation by  
 authority of its Board of Directors, and he acknowledged that  
 the execution of the foregoing instrument was the free act  
 and deed of said Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF KENTUCKY, )  
 ) ss.:  
 COUNTY OF JEFFERSON, )

On this            day of            1980, before me  
 personally appeared            , to me personally  
 known, who, being by me duly sworn, says that he is President  
 of L&N INVESTMENT CORPORATION, that one of the seals affixed  
 to the foregoing instrument is the corporate seal of said  
 Corporation, that said instrument was signed and sealed on  
 behalf of said Corporation by authority of its Board of  
 Directors, and he acknowledged that the execution of the  
 foregoing instrument was the free act and deed of said  
 Corporation.

---

Notary Public

[Notarial Seal]

My Commission expires



Consent of Owner Participant

The Owner Participant hereby consents to the foregoing Amendment Agreement and hereby authorizes the Owner Trustee to execute and deliver said Amendment Agreement.

WESTINGHOUSE CREDIT CORPORATION,

by \_\_\_\_\_

SCHEDULE A  
TO  
RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Quantity	AAR Mechanical Designation	Description	L&N Railroad Road Numbers (Inclusive)	Builder's Specifica- tion Number	Category	Hulk		Base		Purchase Price		Reconstruction Cost		Per Unit		Total	
						Purchase Price	Total	Purchase Price	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total	Per Unit	Total
20	XL	50-Ton Box Cars	See Schedule A, Note 1	L&N 79-1	10	\$4,500	\$ 90,000	\$15,679	\$313,580	\$20,179	\$403,580						
4	LO	70-Ton Covered Hopper Cars to Ballast Cars	See Schedule A, Note 2	L&N 79-6	10	4,500	18,000	12,848	51,392	17,348	69,392						
12	LP	50-Ton Pulp- wood to Welded Rail Cars	See Schedule A, Note 3	L&N 79-7	10	4,500	54,000	16,196	194,352	20,696	248,352						
56	GB	70-Ton Gon- dola Cars	See Schedule A, Note 4	L&N 79-3	11	4,500	252,000	12,391	693,896	16,891	945,896						
4	GB	100-Ton Gon- dola Cars	See Schedule A, Note 5	L&N 79-3	11	4,500	18,000	12,391	49,564	16,891	67,564						
1	GBS	100-Ton Gon- dola Cars	See Schedule A, Note 6	L&N 79-3	11	4,500	4,500	12,391	12,391	16,891	16,891						
5	FB	70-Ton Bulk- head Flat Cars	See Schedule A, Note 7	L&N 79-5	12	4,500	225,000	12,650	63,250	17,150	85,750						
6	FB	100-Ton Bulkhead Flat Cars	See Schedule A, Note 8	L&N 79-5	12	4,500	27,000	12,650	75,900	17,150	102,900						

Item 1

AAR		L&N		Builder's		Hulk		Base		
Mechanical		Railroad		Specifica-		Purchase Price		Reconstruction Cost		
Designation		Road Numbers		tion Number		Per Unit		Per Unit		
Quantity	Description	(Inclusive)	Category	Per Unit	Total	Per Unit	Total	Per Unit	Total	
35	XL 70-Ton Box Cars	See Schedule A, Note 9	L&N 79-1	13	\$4,500	\$157,500	\$15,679	\$548,765	\$20,179	\$706,265
4	XM 70-Ton Box Cars	See Schedule A, Note 10	L&N 79-1	13	4,500	18,000	15,679	62,715	20,179	80,716
2	XP 70-Ton Box Cars	See Schedule A, Note 11	L&N 79-1	13	4,500	9,000	15,679	31,358	20,179	40,358
17	HT 70-Ton Open-Top Hoppers	See Schedule A, Note 12	L&N 79-2	13	4,500	76,500	10,820	183,940	15,320	260,440
6	XM 50-Ton Box Cars	See Schedule A, Note 13	L&N 79-1	14	4,500	27,000	15,679	94,074	20,179	121,074
25	XL 100-Ton Box Cars	See Schedule A, Note 14	L&N 79-1	14	4,500	112,500	15,679	391,975	20,179	504,475
4	XP 100-Ton Box Cars	See Schedule A, Note 15	L&N 79-1	14	4,500	18,000	15,679	62,716	20,179	80,716
14	HT 80-Ton Open-Top Hoppers	See Schedule A, Note 16	L&N 79-2	14	4,500	63,000	10,820	151,480	15,320	214,480
2	HT 100-Ton Open-Top Hoppers	See Schedule A, Note 17	L&N 79-2	14	4,500	9,000	10,820	21,640	15,320	30,640
11	LO 100-Ton Covered Hopper Cars	See Schedule A, Note 18	L&N 79-4	14	4,500	49,500	17,268	189,948	21,768	239,448

Item 2

## ANNEX I TO TRANSFER AGREEMENT

<u>Quantity</u>	<u>Description</u>	<u>Railroad Prefix</u>	<u>Hulk Railroad Numbers</u>
26	50-Ton Box Cars	L&N	See Schedule B Note 1
41	70-Ton Box Cars	L&N	See Schedule B Note 2
29	100-Ton Box Cars	L&N	See Schedule B Note 3
17	70-Ton Open- Top Hoppers	L&N	See Schedule B Note 4
14	80-Ton Open- Top Hoppers	L&N	See Schedule B Note 5
2	100-Ton Open- Top Hoppers	L&N	See Schedule B Note 6
56	70-Ton Gon- dola Cars	L&N	See Schedule B Note 7
5	100-Ton Gondola Cars	L&N	See Schedule B Note 8
11	100-Ton Covered Hopper Cars	L&N	See Schedule B Note 9
5	70-Ton Bulk- head Flat Cars	L&N	See Schedule B Note 10
6	100-Ton Bulk- head Flat Cars	L&N	See Schedule B Note 11
4	70-Ton Covered Hopper Cars to Ballast Cars	L&N	See Schedule B Note 12
12	50-Ton Pulpwood to Welded Rail Cars	L&N	See Schedule B Note 13

## SCHEDULE A TO LEASE

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>L&amp;N Railroad Road Numbers (Inclusive)</u>	<u>Category</u>	<u>Builder's Specification Number</u>
20	XL	50-Ton Box Cars	See Schedule A Note 1	10	L&N 79-1
4	LO	70-Ton Covered Hopper Cars to Ballast Cars	See Schedule A Note 2	10	L&N 79-6
12	LP	50-Ton Pulpwood to Welded Rail Cars	See Schedule A Note 3	10	L&N 79-7
56	GB	70-Ton Gondola Cars	See Schedule A Note 4	11	L&N 79-3
4	GB	100-Ton Gondola Cars	See Schedule A Note 5	11	L&N 79-3
1	GBS	100-Ton Gondola Cars	See Schedule A Note 6	11	L&N 79-3
5	FB	70-Ton Bulkhead Flat Cars	See Schedule A Note 7	12	L&N 79-5
6	FB	100-Ton Bulkhead Flat Cars	See Schedule A Note 8	12	L&N 79-5
35	XL	70-Ton Box Cars	See Schedule A Note 9	13	L&N 79-1

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>L&amp;N Railroad Road Numbers (Inclusive)</u>	<u>Category</u>	<u>Builder's Specification Number</u>
4	XM	70-Ton Box Cars	See Schedule A Note 10	13	L&N 79-1
2	XP	70-Ton Box Cars	See Schedule A Note 11	13	L&N 79-1
17	HT	70-Ton Open-Top Hoppers	See Schedule A Note 12	13	L&N 79-2
6	XM	50-Ton Box Cars	See Schedule A Note 13	14	L&N 79-1
25	XL	100-Ton Box Cars	See Schedule A Note 14	14	L&N 79-1
4	XP	100-Ton Box Cars	See Schedule A Note 15	14	L&N 79-1
14	HT	80-Ton Open-Top Hoppers	See Schedule A Note 16	14	L&N 79-2
2	HT	100-Ton Open-Top Hoppers	See Schedule A Note 17	14	L&N 79-2
11	LO	100-Ton Covered Hopper Cars	See Schedule A Note 18	14	L&N 79-4

Item 4

EXHIBIT A  
TO  
HULK PURCHASE AGREEMENT

<u>Quantity</u>	<u>Description</u>	<u>Hulk</u>		<u>Hulk</u>	
		<u>Rail- road Prefix</u>	<u>Railroad Numbers</u>	<u>Purchase Price</u>	<u>Total Purchase Price</u>
26	50-Ton Box Cars	L&N	See Schedule B, Note 1	\$4,500	\$ 117,000
41	70-Ton Box Cars	L&N	See Schedule B, Note 2	4,500	184,500
29	100-Ton Box Cars	L&N	See Schedule B, Note 3	4,500	130,500
17	70-Ton Open-Top Hoppers	L&N	See Schedule B, Note 4	4,500	76,500
14	80-Ton Open-Top Hoppers	L&N	See Schedule B, Note 5	4,500	63,000
2	100-Ton Open-Top Hoppers	L&N	See Schedule B, Note 6	4,500	9,000
56	70-Ton Gondola Cars	L&N	See Schedule B, Note 7	4,500	252,000
5	100-Ton Gondola Cars	L&N	See Schedule B, Note 8	4,500	22,500
11	100-Ton Covered Hopper Cars	L&N	See Schedule B, Note 9	4,500	49,500
5	70-Ton Bulk-head Flat Cars	L&N	See Schedule B, Note 10	4,500	22,500
6	100-Ton Bulk-head Flat Cars	L&N	See Schedule B, Note 11	4,500	27,000

<u>Quantity</u>	<u>Description</u>	<u>Hulk</u>		<u>Hulk</u>	
		<u>Rail- road Prefix</u>	<u>Railroad Numbers</u>	<u>Purchase Price</u>	<u>Total Purchase Price</u>
4	70-Ton Covered Hopper Cars to Ballast Cars	MON	See Schedule B, Note 12	4,500	\$ 18,000
12	50-Ton Pulpwood to Welded Rail Cars	L&N	See Schedule B, Note 13	4,500	54,000



Item 5

## SCHEDULE B-1 TO LEASE

Casualty Value Percentages Schedule  
in Respect of Units of Category 10Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	86.4407
1	8/20/80	86.2557
2	2/20/81	84.7543
3	8/20/81	83.1272
4	2/20/82	81.2225
5	8/20/82	79.0678
6	2/20/83	76.6599
7	8/20/83	74.0162
8	2/20/84	71.1339
9	8/20/84	68.0249
10	2/20/85	64.6928
11	8/20/85	61.1436
12	2/20/86	57.3863
13	8/20/86	53.4213
14	2/20/87	49.2628
15	8/20/87	44.9065
16	2/20/88	40.3735
17	8/20/88	35.6549
18	2/20/89	30.7788
19	8/20/89	25.7313
20	2/20/90, and thereafter	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B-1 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

## SCHEDULE B-2 TO LEASE

Casualty Value Percentages Schedule  
in Respect of Units of Category 11

Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	87.5478
1	8/20/80	87.7282
2	2/20/81	86.5135
3	8/20/81	85.2946
4	2/20/82	83.8021
5	8/20/82	82.0663
6	2/20/83	80.0812
7	8/20/83	77.8671
8	2/20/84	75.4180
9	8/20/84	72.7491
10	2/20/85	69.8605
11	8/20/85	66.7616
12	2/20/86	63.4570
13	8/20/86	59.9506
14	2/20/87	56.2517
15	8/20/87	52.3599
16	2/20/88	48.2907
17	8/20/88	44.0391
18	2/20/89	39.6277
19	8/20/89	35.0468
20	2/20/90	30.3263
21	8/20/90	25.4513
22	2/20/91, and thereafter	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B-2 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

## SCHEDULE B-3 TO LEASE

Casualty Value Percentages Schedule  
in Respect of Units of Category 12

Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	88.0654
1	8/20/80	88.8892
2	2/20/81	88.3876
3	8/20/81	87.5609
4	2/20/82	86.4551
5	8/20/82	85.1098
6	2/20/83	83.5112
7	8/20/83	81.6873
8	2/20/84	79.6253
9	8/20/84	77.3478
10	2/20/85	74.8485
11	8/20/85	72.1437
12	2/20/86	69.2320
13	8/20/86	66.1242
14	2/20/87	62.8235
15	8/20/87	59.3365
16	2/20/88	55.6731
17	8/20/88	52.3260
18	2/20/89	48.0060
19	8/20/89	43.6856
20	2/20/90	39.3951
21	8/20/90	34.9623
22	2/20/91	30.4191
23	8/20/91	25.7533
24	2/20/92,	20.0000

and thereafter

Table 2

The percentages set forth in Table 1 of this Schedule B-3 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

## SCHEDULE B-4 TO LEASE

Casualty Value Percentages Schedule  
in Respect of Units of Category 13

Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	88.3657
1	8/20/80	89.6412
2	2/20/81	89.2548
3	8/20/81	88.8641
4	2/20/82	88.1774
5	8/20/82	87.2414
6	2/20/83	86.0380
7	8/20/83	84.6008
8	2/20/84	82.9123
9	8/20/84	81.0006
10	2/20/85	78.8554
11	8/20/85	76.4984
12	2/20/86	73.9245
13	8/20/86	71.1492
14	2/20/87	68.1734
15	8/20/87	65.0083
16	2/20/88	61.6617
17	8/20/88	58.1400
18	2/20/89	54.4592
19	8/20/89	50.6212
20	2/20/90	46.6500
21	8/20/90	42.5430
22	2/20/91	38.3331
23	8/20/91	34.0130
24	2/20/92	29.6250
25	8/20/92	25.1650
26	2/20/93,	20.0000
	and thereafter	

Table 2

The percentages set forth in Table 1 of this Schedule B-4 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

## SCHEDULE B-5 TO LEASE

Casualty Value Percentages Schedule  
In Respect of Units of Category 14

Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	88.5583
1	8/20/80	90.3112
2	2/20/81	90.6530
3	8/20/81	90.6686
4	2/20/82	90.3731
5	8/20/82	89.8198
6	2/20/83	88.9858
7	8/20/83	87.9099
8	2/20/84	86.5703
9	8/20/84	84.9996
10	2/20/85	83.1835
11	8/20/85	81.1479
12	2/20/86	78.8842
13	8/20/86	76.4120
14	2/20/87	73.7288
15	8/20/87	70.8494
16	2/20/88	67.7793
17	8/20/88	64.5285
18	2/20/89	61.1109
19	8/20/89	57.5318
20	2/20/90	53.8140
21	8/20/90	49.9583
22	2/20/91	45.9968
23	8/20/91	41.9259
24	2/20/92	37.7881
25	8/20/92	33.5845
26	2/20/93	29.3838
27	8/20/93	25.1734
28	2/20/94, and thereafter	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B-5 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

Item 6

## SCHEDULE C TO LEASE

<u>Category of Units</u>	<u>Semiannual rental factor (as percentage of Purchase Price)</u>	<u>Nonrenewal Payment factor* (as percentage of Purchase Price)</u>
10	6.6292	--
11	6.3159	30.3263
12	6.0746	39.3951
13	5.9054	46.6500
14	5.7395	53.8140

---

\* The Nonrenewal Payment for any Unit is equal to the Non-renewal Payment factor multiplied by the Purchase Price of such Unit.

## SCHEDULE A

Note 1

96397  
96400-96401  
96403  
96406  
96415

96439  
96455-96456  
96460-96465  
96471

96474  
96476  
96478  
96481

Note 2

45179  
45188  
45193  
45194

Note 3

42901  
42905  
42909  
42912

42915-42916  
42918  
42923  
42927

42929-42930  
42932

Note 4

27407  
27413  
27421  
27424  
27428  
27431-27434  
27438  
27442  
27467  
27469-27470

27472-27476  
28574  
28576-28578  
28582  
28584  
28589  
28592-28593  
28597  
29042-29043

29046  
29501  
29504-29507  
29510-29511  
29515  
29517  
29520-29521  
29525  
29527-29529

(con't)

## SCHEDULE A

29532  
29537  
29539  
29545  
29547  
29550  
29553  
29562  
29564

Note 5

27665-27666  
27669  
27672

Note 6

27980

Note 7

990607  
990834  
991006-991008

Note 8

990312-990315  
990403  
990502



## SCHEDULE A

Note 9

112417  
112419  
112422  
112424  
112428-11429

112438  
112440  
112443  
112454  
112462

112475  
112483  
112485  
112495  
112502-112521

Note 10

112822  
112825  
112828  
112831

Note 11

104452  
104454

Note 12

76451-76453  
76456  
76460  
76466  
76468

76471-76472  
76475-76476  
76480  
76482

76493  
76501  
76508  
76524

Note 13

110253  
110257  
110266  
110272

111275  
111283

Note 14

114035  
 114038-114043  
 114046-114061  
 114064

114068

## SCHEDULE A

Note 15

113962  
 104451  
 114300-114301

Note 16

189497  
 189507-189508  
 189518  
 189528

189534  
 189541  
 189544-189547  
 189550

189553-189554

Note 17

192099  
 192105

Note 18

205184  
 205187  
 205189  
 205191

205194  
 205206  
 205214-205215  
 205998

250517-250518

## SCHEDULE B

Note 1

97123	<u>98130</u>	109114	109281
97167	98372	109124	109334
97168	98467	109135	109344
97257	<u>98894</u>	109147	109371
97383	109038	109151	109422
97908	109048	109241	109472
<u>97957</u>	109110		

Note 2

100223	<u>102642</u>	103919	103967
100303	103005	103931	103969
100453	103041	103940	103970
100701	103129	103943	103976
102116	103222	103948	103979
102311	103782	103952	103987
102343	103813	103954	103989
102357	103873	103958	<u>103991</u>
102461	103915	103959	104104
102470	103916	103961	104652
102531			

Note 3

104059	104888	104938	104981
104730	104889	104954	<u>104993</u>
104746	104909	104955	105041
104760	104917	104960	105487
104765	104926	104962	105495
104771	104930	104976	<u>105615</u>
104783	104937	104977	107588
104789			

Note 4

153044	153790	<u>154886</u>
153045	153868	155114
153070	<u>153922</u>	155217
153307	154096	<u>155365</u>
153398	154296	156141
153725	154759	

Note 5

180241	188498
180962	188623
<u>182136</u>	<u>188756</u>
<u>183396</u>	<u>188782</u>
186311	189004
<u>187103</u>	189087
188148	189203

Note 6

191535  
191739

Note 7

36323	39129	39732	170688
36460	39225	39778	170696
36470	39251	<u>39964</u>	170700
36499	39284	170013	170709
36605	39305	170069	170835
36632	39320	170116	<u>170909</u>
36821	39336	170136	171075
36853	39354	170152	171194
36884	39456	170305	171228
<u>36920</u>	39539	170318	171306
38909	39548	170502	171359
38917	39557	170574	<u>171932</u>
<u>38955</u>	39595	170644	<u>172061</u>
39053	39622	170649	174129

Note 8

<u>175061</u>	176290
176025	176757
176064	

Note 9

200122	200596
200209	<u>240775</u>
200273	<u>241720</u>
200435	<u>241734</u>
200521	250060
	250080

Note 10

22607  
22626  
22641

22744  
23941

Note 11

22320  
22322  
22324

22346  
22967  
22990

Note 12

38085  
38429

38456  
38457

Note 13

20505  
20579  
20653  
20748  
20784  
20786

20822  
20842  
20913  
20927  
20933  
20978

AMENDMENT AGREEMENT No. 2 dated as of September 15, 1980, among FIRST SECURITY STATE BANK, as trustee (the "Owner Trustee") under a Trust Agreement dated as of April 2, 1979, with WESTINGHOUSE CREDIT CORPORATION (the "Owner Participant"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY (the "Lessee"), L&N INVESTMENT CORPORATION (the "Builder") and FIRST SECURITY BANK OF UTAH, N.A., acting as agent (the "Agent") for certain institutional investors under a Participation Agreement No. 2 dated as of April 2, 1979.

[CS&M Ref. 2043-904]

The Agent, the Builder and the Owner Trustee have entered into a Reconstruction and Conditional Sale Agreement dated as of April 2, 1979 (the "RCSA"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 17, 1979, at 10:25 a.m. under recordation number 10634.

The Owner Trustee and the Agent have entered into a Transfer Agreement dated as of April 2, 1979 (the "Transfer Agreement"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 17, 1979, at 10:25 a.m. under recordation number 10634-A.

The Lessee and the Owner Trustee have entered into a Lease of Railroad Equipment dated as of April 2, 1979 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 17, 1979, at 10:25 a.m. under recordation number 10634-B.

The Lessee and the Owner Trustee have entered into a Hulk Purchase Agreement dated as of April 2, 1979 (the "Hulk Purchase Agreement"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 17, 1979, at 10:25 a.m. under recordation number 10634-D.

The parties hereto have agreed to amend the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement to include only the units of equipment actually sold to the Owner Trustee, reconstructed by the Builder and leased to the Lessee, all in accordance with the terms of

such documents. In addition, the parties have agreed to amend the Lease to correct the casualty value percentages and the semi-annual rental payments set forth in Schedules B and C thereto. Accordingly, the parties hereto hereby agree as follows:

1. Schedule A to the RCSA is hereby deleted and Item 1 hereto is hereby substituted therefor.
2. Annex I to the Transfer Agreement is hereby deleted and Item 2 hereto is hereby substituted therefor.
3. Schedule A to the Lease is hereby deleted and Item 3 hereto is hereby substituted therefor.
4. Exhibit A to the Hulk Purchase Agreement is hereby deleted and Item 4 hereto is hereby substituted therefor.
5. Schedule B to the Lease is hereby deleted and Item 5 hereto is hereby substituted therefor.
6. Schedule C to the Lease is hereby deleted and Item 6 hereto is hereby substituted therefor.
7. The Lessee shall promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.
8. Except as amended hereby, the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement shall remain in full force and effect. Any reference to such documents in such documents or in any document contemplated thereby shall mean such documents as amended hereby.
9. This Amendment Agreement may be executed in any number of counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be duly executed by their respective officers as of the date first set forth above.

FIRST SECURITY STATE BANK,  
not its individual capacity  
but solely as Trustee,

[Corporate Seal]

by

Attest:

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Authorized Officer

LOUISVILLE AND NASHVILLE  
RAILROAD COMPANY,

[Corporate Seal]

by H. L. Snyder  
Vice President

Attest:

[Signature]  
Assistant Secretary

L&N INVESTMENT CORPORATION,

[Corporate Seal]

by H. L. Snyder  
Vice President

Attest:

Robert H. [Signature]  
Attesting Officer

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity  
but solely as Agent,

[Corporate Seal]

by \_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer



STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE, )

On this            day of            1980, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Notary Public

[Notarial Seal]

My Commission expires

STATE OF UTAH, )  
 ) ss.:  
COUNTY OF SALT LAKE, )

On this day of 1980, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

[Notarial Seal]

My Commission expires

*State Florida*

~~COMMONWEALTH OF KENTUCKY~~, )  
 ) SS.:  
 COUNTY OF ~~JEFFERSON~~ )

*Duval*

On this *14* day of *January* 1981, before me personally appeared *H. L. Snyder*, to me personally known, who, being by me duly sworn, says that he is ~~President~~ Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

*Janice L. Miller*  
 Notary Public

Notary Public, State of Florida at Large  
 My commission expires Nov. 15, 1981

[Notarial Seal]

My Commission expires

*State Florida*

~~COMMONWEALTH OF KENTUCKY~~, )  
 ) SS.:  
 COUNTY OF ~~JEFFERSON~~ )

*Duval*

On this *14* day of *January* 1981, before me personally appeared *H. L. Snyder*, to me personally *vice* known, who, being by me duly sworn, says that he is *President* of L&N INVESTMENT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

*Janice L. Miller*  
 Notary Public

Notary Public, State of Florida at Large  
 My commission expires Nov. 15, 1981

[Notarial Seal]

My Commission expires

Consent of Owner Participant

The Owner Participant hereby consents to the foregoing Amendment Agreement and hereby authorizes the Owner Trustee to execute and deliver said Amendment Agreement.

WESTINGHOUSE CREDIT CORPORATION,

by \_\_\_\_\_

SCHEDULE A  
TO  
RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

Quantity	AAR Mechanical Designation	L&N Railroad Road Numbers Description (Inclusive)	Builder's Specifica- tion Number	Category	Hulk		Base		Purchase Price	Reconstruction Cost	Purchase Price
					Per Unit	Total	Per Unit	Total			Total
20	XL	50-Ton Box Cars	See Schedule A, Note 1	10	\$4,500	\$ 90,000	\$15,679	\$313,580	\$20,179	\$403,580	
4	LO	70-Ton Covered Hopper Cars to Ballast Cars	See Schedule A, Note 2	10	4,500	18,000	12,848	51,392	17,348	69,392	
12	LP	50-Ton Pulp- wood to Welded Rail Cars	See Schedule A, Note 3	10	4,500	54,000	16,196	194,352	20,696	248,352	
56	GB	70-Ton Gon- dola Cars	See Schedule A, Note 4	11	4,500	252,000	12,391	693,896	16,891	945,896	
4	GB	100-Ton Gon- dola Cars	See Schedule A, Note 5	11	4,500	18,000	12,391	49,564	16,891	67,564	
1	GBS	100-Ton Gon- dola Cars	See Schedule A, Note 6	11	4,500	4,500	12,391	12,391	16,891	16,891	
5	FB	70-Ton Bulk- head Flat Cars	See Schedule A, Note 7	12	4,500	225,000	12,650	63,250	17,150	85,750	
6	FB	100-Ton Bulkhead Flat Cars	See Schedule A, Note 8	12	4,500	27,000	12,650	75,900	17,150	102,900	

Item 1

AAR		L&N		Builder's		Hulk		Base		
Mechanical		Railroad		Road Numbers		Purchase Price		Reconstruction Cost		
Designation		Road Numbers		Specifica-		Per Unit		Per Unit		
Quantity	Description	(Inclusive)	tion Number	Category	Total	Per Unit	Total	Per Unit	Total	
35	XL 70-Ton Box Cars	See Schedule A, Note 9	L&N 79-1	13	\$4,500	\$157,500	\$15,679	\$548,765	\$20,179	\$706,265
4	XM 70-Ton Box Cars	See Schedule A, Note 10	L&N 79-1	13	4,500	18,000	15,679	62,715	20,179	80,716
2	XP 70-Ton Box Cars	See Schedule A, Note 11	L&N 79-1	13	4,500	9,000	15,679	31,358	20,179	40,358
17	HT 70-Ton Open-Top Hoppers	See Schedule A, Note 12	L&N 79-2	13	4,500	76,500	10,820	183,940	15,320	260,440
6	XM 50-Ton Box Cars	See Schedule A, Note 13	L&N 79-1	14	4,500	27,000	15,679	94,074	20,179	121,074
25	XL 100-Ton Box Cars	See Schedule A, Note 14	L&N 79-1	14	4,500	112,500	15,679	391,975	20,179	504,475
4	XP 100-Ton Box Cars	See Schedule A, Note 15	L&N 79-1	14	4,500	18,000	15,679	62,716	20,179	80,716
14	HT 80-Ton Open-Top Hoppers	See Schedule A, Note 16	L&N 79-2	14	4,500	63,000	10,820	151,480	15,320	214,480
2	HT 100-Ton Open-Top Hoppers	See Schedule A, Note 17	L&N 79-2	14	4,500	9,000	10,820	21,640	15,320	30,640
11	LO 100-Ton Covered Hopper Cars	See Schedule A, Note 18	L&N 79-4	14	4,500	49,500	17,268	189,948	21,768	239,448

Item 2

## ANNEX I TO TRANSFER AGREEMENT

<u>Quantity</u>	<u>Description</u>	<u>Railroad Prefix</u>	<u>Hulk Railroad Numbers</u>
26	50-Ton Box Cars	L&N	See Schedule B Note 1
41	70-Ton Box Cars	L&N	See Schedule B Note 2
29	100-Ton Box Cars	L&N	See Schedule B Note 3
17	70-Ton Open-Top Hoppers	L&N	See Schedule B Note 4
14	80-Ton Open-Top Hoppers	L&N	See Schedule B Note 5
2	100-Ton Open-Top Hoppers	L&N	See Schedule B Note 6
56	70-Ton Gon-dola Cars	L&N	See Schedule B Note 7
5	100-Ton Gondola Cars	L&N	See Schedule B Note 8
11	100-Ton Covered Hopper Cars	L&N	See Schedule B Note 9
5	70-Ton Bulk-head Flat Cars	L&N	See Schedule B Note 10
6	100-Ton Bulk-head Flat Cars	L&N	See Schedule B Note 11
4	70-Ton Covered Hopper Cars to Ballast Cars	L&N	See Schedule B Note 12
12	50-Ton Pulpwood to Welded Rail Cars	L&N	See Schedule B Note 13

## SCHEDULE A TO LEASE

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>L&amp;N Railroad Road Numbers (Inclusive)</u>	<u>Category</u>	<u>Builder's Specification Number</u>
20	XL	50-Ton Box Cars	See Schedule A Note 1	10	L&N 79-1
4	LO	70-Ton Covered Hopper Cars to Ballast Cars	See Schedule A Note 2	10	L&N 79-6
12	LP	50-Ton Pulpwood to Welded Rail Cars	See Schedule A Note 3	10	L&N 79-7
56	GB	70-Ton Gondola Cars	See Schedule A Note 4	11	L&N 79-3
4	GB	100-Ton Gondola Cars	See Schedule A Note 5	11	L&N 79-3
1	GBS	100-Ton Gondola Cars	See Schedule A Note 6	11	L&N 79-3
5	FB	70-Ton Bulkhead Flat Cars	See Schedule A Note 7	12	L&N 79-5
6	FB	100-Ton Bulkhead Flat Cars	See Schedule A Note 8	12	L&N 79-5
35	XL	70-Ton Box Cars	See Schedule A Note 9	13	L&N 79-1

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>L&amp;N Railroad Road Numbers (Inclusive)</u>	<u>Category</u>	<u>Builder's Specification Number</u>
4	XM	70-Ton Box Cars	See Schedule A Note 10	13	L&N 79-1
2	XP	70-Ton Box Cars	See Schedule A Note 11	13	L&N 79-1
17	HT	70-Ton Open-Top Hoppers	See Schedule A Note 12	13	L&N 79-2
6	XM	50-Ton Box Cars	See Schedule A Note 13	14	L&N 79-1
25	XL	100-Ton Box Cars	See Schedule A Note 14	14	L&N 79-1
4	XP	100-Ton Box Cars	See Schedule A Note 15	14	L&N 79-1
14	HT	80-Ton Open-Top Hoppers	See Schedule A Note 16	14	L&N 79-2
2	HT	100-Ton Open-Top Hoppers	See Schedule A Note 17	14	L&N 79-2
11	LO	100-Ton Covered Hopper Cars	See Schedule A Note 18	14	L&N 79-4



Item 4

EXHIBIT A  
TO  
HULK PURCHASE AGREEMENT

<u>Quantity</u>	<u>Description</u>	<u>Hulk</u>		<u>Hulk</u>	
		<u>Rail- road Prefix</u>	<u>Railroad Numbers</u>	<u>Purchase Price</u>	<u>Total Purchase Price</u>
26	50-Ton Box Cars	L&N	See Schedule B, Note 1	\$4,500	\$ 117,000
41	70-Ton Box Cars	L&N	See Schedule B, Note 2	4,500	184,500
29	100-Ton Box Cars	L&N	See Schedule B, Note 3	4,500	130,500
17	70-Ton Open-Top Hoppers	L&N	See Schedule B, Note 4	4,500	76,500
14	80-Ton Open-Top Hoppers	L&N	See Schedule B, Note 5	4,500	63,000
2	100-Ton Open-Top Hoppers	L&N	See Schedule B, Note 6	4,500	9,000
56	70-Ton Gondola Cars	L&N	See Schedule B, Note 7	4,500	252,000
5	100-Ton Gondola Cars	L&N	See Schedule B, Note 8	4,500	22,500
11	100-Ton Covered Hopper Cars	L&N	See Schedule B, Note 9	4,500	49,500
5	70-Ton Bulk-head Flat Cars	L&N	See Schedule B, Note 10	4,500	22,500
6	100-Ton Bulk-head Flat Cars	L&N	See Schedule B, Note 11	4,500	27,000

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Hulk

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Hulk

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<u>Quantity</u>	<u>Description</u>	<u>Rail- road Prefix</u>	<u>Railroad Numbers</u>	<u>Purchase Price</u>	<u>Total Purchase Price</u>
4	70-Ton Covered Hopper Cars to Ballast Cars	MON	See Schedule B, Note 12	4,500	\$ 18,000
12	50-Ton Pulpwood to Welded Rail Cars	L&N	See Schedule B, Note 13	4,500	54,000

Item 5

## SCHEDULE B-1 TO LEASE

Casualty Value Percentages Schedule  
in Respect of Units of Category 10Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	86.4407
1	8/20/80	86.2557
2	2/20/81	84.7543
3	8/20/81	83.1272
4	2/20/82	81.2225
5	8/20/82	79.0678
6	2/20/83	76.6599
7	8/20/83	74.0162
8	2/20/84	71.1339
9	8/20/84	68.0249
10	2/20/85	64.6928
11	8/20/85	61.1436
12	2/20/86	57.3863
13	8/20/86	53.4213
14	2/20/87	49.2628
15	8/20/87	44.9065
16	2/20/88	40.3735
17	8/20/88	35.6549
18	2/20/89	30.7788
19	8/20/89	25.7313
20	2/20/90, and thereafter	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B-1 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

## SCHEDULE B-2 TO LEASE

Casualty Value Percentages Schedule  
In Respect of Units of Category 11

Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	87.5478
1	8/20/80	87.7282
2	2/20/81	86.5135
3	8/20/81	85.2946
4	2/20/82	83.8021
5	8/20/82	82.0663
6	2/20/83	80.0812
7	8/20/83	77.8671
8	2/20/84	75.4180
9	8/20/84	72.7491
10	2/20/85	69.8605
11	8/20/85	66.7616
12	2/20/86	63.4570
13	8/20/86	59.9506
14	2/20/87	56.2517
15	8/20/87	52.3599
16	2/20/88	48.2907
17	8/20/88	44.0391
18	2/20/89	39.6277
19	8/20/89	35.0468
20	2/20/90	30.3263
21	8/20/90	25.4513
22	2/20/91, and thereafter	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B-2 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

## SCHEDULE B-3 TO LEASE

Casualty Value Percentages Schedule  
In Respect of Units of Category 12

Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	88.0654
1	8/20/80	88.8892
2	2/20/81	88.3876
3	8/20/81	87.5609
4	2/20/82	86.4551
5	8/20/82	85.1098
6	2/20/83	83.5112
7	8/20/83	81.6873
8	2/20/84	79.6253
9	8/20/84	77.3478
10	2/20/85	74.8485
11	8/20/85	72.1437
12	2/20/86	69.2320
13	8/20/86	66.1242
14	2/20/87	62.8235
15	8/20/87	59.3365
16	2/20/88	55.6731
17	8/20/88	52.3260
18	2/20/89	48.0060
19	8/20/89	43.6856
20	2/20/90	39.3951
21	8/20/90	34.9623
22	2/20/91	30.4191
23	8/20/91	25.7533
24	2/20/92, and thereafter	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B-3 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

## SCHEDULE B-4 TO LEASE

Casualty Value Percentages Schedule  
in Respect of Units of Category 13

Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	88.3657
1	8/20/80	89.6412
2	2/20/81	89.2548
3	8/20/81	88.8641
4	2/20/82	88.1774
5	8/20/82	87.2414
6	2/20/83	86.0380
7	8/20/83	84.6008
8	2/20/84	82.9123
9	8/20/84	81.0006
10	2/20/85	78.8554
11	8/20/85	76.4984
12	2/20/86	73.9245
13	8/20/86	71.1492
14	2/20/87	68.1734
15	8/20/87	65.0083
16	2/20/88	61.6617
17	8/20/88	58.1400
18	2/20/89	54.4592
19	8/20/89	50.6212
20	2/20/90	46.6500
21	8/20/90	42.5430
22	2/20/91	38.3331
23	8/20/91	34.0130
24	2/20/92	29.6250
25	8/20/92	25.1650
26	2/20/93, and thereafter	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B-4 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

## SCHEDULE B-5 TO LEASE

Casualty Value Percentages Schedule  
In Respect of Units of Category 14

Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	88.5583
1	8/20/80	90.3112
2	2/20/81	90.6530
3	8/20/81	90.6686
4	2/20/82	90.3731
5	8/20/82	89.8198
6	2/20/83	88.9858
7	8/20/83	87.9099
8	2/20/84	86.5703
9	8/20/84	84.9996
10	2/20/85	83.1835
11	8/20/85	81.1479
12	2/20/86	78.8842
13	8/20/86	76.4120
14	2/20/87	73.7288
15	8/20/87	70.8494
16	2/20/88	67.7793
17	8/20/88	64.5285
18	2/20/89	61.1109
19	8/20/89	57.5318
20	2/20/90	53.8140
21	8/20/90	49.9583
22	2/20/91	45.9968
23	8/20/91	41.9259
24	2/20/92	37.7881
25	8/20/92	33.5845
26	2/20/93	29.3838
27	8/20/93	25.1734
28	2/20/94, and thereafter	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B-5 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

Item 6

## SCHEDULE C TO LEASE

<u>Category of Units</u>	<u>Semiannual rental factor (as percentage of Purchase Price)</u>	<u>Nonrenewal Payment factor* (as percentage of Purchase Price)</u>
10	6.6292	--
11	6.3159	30.3263
12	6.0746	39.3951
13	5.9054	46.6500
14	5.7395	53.8140

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\* The Nonrenewal Payment for any Unit is equal to the Non-renewal Payment factor multiplied by the Purchase Price of such Unit.



## SCHEDULE A

Note 1

96397  
96400-96401  
96403  
96406  
96415

96439  
96455-96456  
96460-96465  
96471

96474  
96476  
96478  
96481

Note 2

45179  
45188  
45193  
45194

Note 3

42901  
42905  
42909  
42912

42915-42916  
42918  
42923  
42927

42929-42930  
42932

Note 4

27407  
27413  
27421  
27424  
27428  
27431-27434  
27438  
27442  
27467  
27469-27470

27472-27476  
28574  
28576-28578  
28582  
28584  
28589  
28592-28593  
28597  
29042-29043

29046  
29501  
29504-29507  
29510-29511  
29515  
29517  
29520-29521  
29525  
29527-29529

(con't)

## SCHEDULE A

29532  
29537  
29539  
29545  
29547  
29550  
29553  
29562  
29564

Note 5

27665-27666  
27669  
27672

Note 6

27980

Note 7

990607  
990834  
991006-991008

Note 8

990312-990315  
990403  
990502

## SCHEDULE A

Note 9

112417	112438	112475
112419	112440	112483
112422	112443	112485
112424	112454	112495
112428-11429	112462	112502-112521

Note 10

112822  
112825  
112828  
112831

Note 11

104452  
104454

Note 12

76451-76453	76471-76472	76493
76456	76475-76476	76501
76460	76480	76508
76466	76482	76524
76468		

Note 13

110253	111275
110257	111283
110266	
110272	

Note 14

114035  
114038-114043  
114046-114061  
114064

114068

## SCHEDULE A

Note 15

113962  
104451  
114300-114301

Note 16

189497  
189507-189508  
189518  
189528

189534  
189541  
189544-189547  
189550

189553-189554

Note 17

192099  
192105

Note 18

205184  
205187  
205189  
205191

205194  
205206  
205214-205215  
205998

250517-250518

## SCHEDULE B

Note 1

97123	98130	109114	109281
97167	98372	109124	109334
97168	98467	109135	109344
97257	98894	109147	109371
97383	109038	109151	109422
97908	109048	109241	109472
97957	109110		

Note 2

100223	102642	103919	103967
100303	103005	103931	103969
100453	103041	103940	103970
100701	103129	103943	103976
102116	103222	103948	103979
102311	103782	103952	103987
102343	103813	103954	103989
102357	103873	103958	103991
102461	103915	103959	104104
102470	103916	103961	104652
102531			

Note 3

104059	104888	104938	104981
104730	104889	104954	104993
104746	104909	104955	105041
104760	104917	104960	105487
104765	104926	104962	105495
104771	104930	104976	105615
104783	104937	104977	107588
104789			

Note 4

153044	153790	154886
153045	153868	155114
153070	153922	155217
153307	154096	155365
153398	154296	156141
153725	154759	

Note 5

180241	188498
180962	188623
182136	188756
183396	188782
186311	189004
187103	189087
188148	189203

Note 6

191535  
191739

Note 7

36323	39129	39732	170688
36460	39225	39778	170696
36470	39251	39964	170700
36499	39284	170013	170709
36605	39305	170069	170835
36632	39320	170116	170909
36821	39336	170136	171075
36853	39354	170152	171194
36884	39456	170305	171228
36920	39539	170318	171306
38909	39548	170502	171359
38917	39557	170574	171932
38955	39595	170644	172061
39053	39622	170649	174129

Note 8

175061	176290
176025	176757
176064	

Note 9

200122	200596
200209	240775
200273	241720
200435	241734
200521	250060
	250080

Note 10

22607	22744
22626	23941
22641	

Note 11

22320	22346
22322	22967
22324	22990

Note 12

38085	38456
38429	38457

Note 13

20505	20822
20579	20842
20653	20913
20748	20927
20784	20933
20786	20978

AMENDMENT AGREEMENT No. 2 dated as of September 15, 1980, among FIRST SECURITY STATE BANK, as trustee (the "Owner Trustee") under a Trust Agreement dated as of April 2, 1979, with WESTINGHOUSE CREDIT CORPORATION (the "Owner Participant"), LOUISVILLE AND NASHVILLE RAILROAD COMPANY (the "Lessee"), L&N INVESTMENT CORPORATION (the "Builder") and FIRST SECURITY BANK OF UTAH, N.A., acting as agent (the "Agent") for certain institutional investors under a Participation Agreement No. 2 dated as of April 2, 1979.

[CS&M Ref. 2043-904]

The Agent, the Builder and the Owner Trustee have entered into a Reconstruction and Conditional Sale Agreement dated as of April 2, 1979 (the "RCSA"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 17, 1979, at 10:25 a.m. under recordation number 10634.

The Owner Trustee and the Agent have entered into a Transfer Agreement dated as of April 2, 1979 (the "Transfer Agreement"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 17, 1979, at 10:25 a.m. under recordation number 10634-A.

The Lessee and the Owner Trustee have entered into a Lease of Railroad Equipment dated as of April 2, 1979 (the "Lease"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 17, 1979, at 10:25 a.m. under recordation number 10634-B.

The Lessee and the Owner Trustee have entered into a Hulk Purchase Agreement dated as of April 2, 1979 (the "Hulk Purchase Agreement"), which was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303 on July 17, 1979, at 10:25 a.m. under recordation number 10634-D.

The parties hereto have agreed to amend the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement to include only the units of equipment actually sold to the Owner Trustee, reconstructed by the Builder and leased to the Lessee, all in accordance with the terms of



such documents. In addition, the parties have agreed to amend the Lease to correct the casualty value percentages and the semi-annual rental payments set forth in Schedules B and C thereto. Accordingly, the parties hereto hereby agree as follows:

1. Schedule A to the RCSA is hereby deleted and Item 1 hereto is hereby substituted therefor.
2. Annex I to the Transfer Agreement is hereby deleted and Item 2 hereto is hereby substituted therefor.
3. Schedule A to the Lease is hereby deleted and Item 3 hereto is hereby substituted therefor.
4. Exhibit A to the Hulk Purchase Agreement is hereby deleted and Item 4 hereto is hereby substituted therefor.
5. Schedule B to the Lease is hereby deleted and Item 5 hereto is hereby substituted therefor.
6. Schedule C to the Lease is hereby deleted and Item 6 hereto is hereby substituted therefor.
7. The Lessee shall promptly cause this Amendment Agreement to be filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303.
8. Except as amended hereby, the RCSA, the Transfer Agreement, the Lease and the Hulk Purchase Agreement shall remain in full force and effect. Any reference to such documents in such documents or in any document contemplated thereby shall mean such documents as amended hereby.
9. This Amendment Agreement may be executed in any number of counterparts, which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be duly executed by their respective officers as of the date first set forth above.

FIRST SECURITY STATE BANK,  
not its individual capacity  
but solely as Trustee,

[Corporate Seal]

by

Attest:

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Authorized Officer

LOUISVILLE AND NASHVILLE  
RAILROAD COMPANY,

[Corporate Seal]

by

Attest:

Assistant Vice President

Assistant Secretary

L&N INVESTMENT CORPORATION,

[Corporate Seal]

by

Attest:

Vice President

Attesting Officer

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity  
but solely as Agent,

[Corporate Seal]

by

Attest:

Authorized Officer

Authorized Officer

STATE OF UTAH,           )  
                                   ) ss.:  
 COUNTY OF SALT LAKE,)

On this           day of           1980, before me  
 personally appeared           , to me personally  
 known, who, being by me duly sworn, says that he is an  
 Authorized Officer of FIRST SECURITY STATE BANK, that one of  
 the seals affixed to the foregoing instrument is the corporate  
 seal of said bank, that said instrument was signed and  
 sealed on behalf of said bank by authority of its Board of  
 Directors, and he acknowledged that the execution of the  
 foregoing instrument was the free act and deed of said  
 bank.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF UTAH,           )  
                                   ) ss.:  
 COUNTY OF SALT LAKE,)

On this           day of           1980, before me  
 personally appeared           , to me personally  
 known, who, being by me duly sworn, says that he is an  
 Authorized Officer of FIRST SECURITY BANK OF UTAH, N.A.,  
 that one of the seals affixed to the foregoing instrument is  
 the corporate seal of said national banking association,  
 that said instrument was signed and sealed on behalf of said  
 national banking association by authority of its Board of  
 Directors, and he acknowledged that the execution of the  
 foregoing instrument was the free act and deed of said  
 national banking association.

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Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF KENTUCKY, )  
 ) ss.:  
COUNTY OF JEFFERSON, )

On this            day of            1980, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

COMMONWEALTH OF KENTUCKY, )  
 ) ss.:  
COUNTY OF JEFFERSON, )

On this                      day of                      1980, before me personally appeared                      , to me personally known, who, being by me duly sworn, says that he is President of L&N INVESTMENT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Notary Public

[Notarial Seal]

My Commission expires

Consent of Owner Participant

The Owner Participant hereby consents to the foregoing Amendment Agreement and hereby authorizes the Owner Trustee to execute and deliver said Amendment Agreement.

WESTINGHOUSE CREDIT CORPORATION,

by James W. McHugh  
Manager, Leveraged Leasing

SCHEDULE A  
TO  
RECONSTRUCTION AND CONDITIONAL SALE AGREEMENT

AAR		L&N	Railroad		Builder's	Hulk		Base	
Mechanical	Quantity	Description	Road Numbers (Inclusive)	Schedule	Specifica- tion Number	Purchase Price Per Unit	Total	Reconstruction Cost Per Unit	Purchase Price Total
XL	20	50-Ton Box Cars	See Schedule A, Note 1	L&N 79-1	10	\$4,500	\$ 90,000	\$15,679	\$313,580 \$20,179 \$403,580
LO	4	70-Ton Covered Hopper Cars to Ballast Cars	See Schedule A, Note 2	L&N 79-6	10	4,500	18,000	12,848	51,392 17,348 69,392
LP	12	50-Ton Pulpwood to Welded Rail Cars	See Schedule A, Note 3	L&N 79-7	10	4,500	54,000	16,196	194,352 20,696 248,352
GB	56	70-Ton Gondola Cars	See Schedule A, Note 4	L&N 79-3	11	4,500	252,000	12,391	693,896 16,891 945,896
GB	4	100-Ton Gondola Cars	See Schedule A, Note 5	L&N 79-3	11	4,500	18,000	12,391	49,564 16,891 67,564
GBS	1	100-Ton Gondola Cars	See Schedule A, Note 6	L&N 79-3	11	4,500	4,500	12,391	12,391 16,891 16,891
FB	5	70-Ton Bulkhead Flat Cars	See Schedule A, Note 7	L&N 79-5	12	4,500	225,000	12,650	63,250 17,150 85,750
FB	6	100-Ton Bulkhead Flat Cars	See Schedule A, Note 8	L&N 79-5	12	4,500	27,000	12,650	75,900 17,150 102,900

Item 1

AAR			L&N		Builder's		Hulk		Base			
Mechanical		Railroad	Road Numbers		Specifica-		Purchase Price		Reconstruction Cost		Purchase Price	
Quantity	Designation	Description	(Inclusive)	tion Number	Category	Per Unit	Total	Per Unit	Total	Per Unit	Total	
35	XL	70-Ton Box Cars	See Schedule A, Note 9	L&N 79-1	13	\$4,500	\$157,500	\$15,679	\$548,765	\$20,179	\$706,265	
4	XM	70-Ton Box Cars	See Schedule A, Note 10	L&N 79-1	13	4,500	18,000	15,679	62,715	20,179	80,716	
2	XP	70-Ton Box Cars	See Schedule A, Note 11	L&N 79-1	13	4,500	9,000	15,679	31,358	20,179	40,358	
17	HT	70-Ton Open-Top Hoppers	See Schedule A, Note 12	L&N 79-2	13	4,500	76,500	10,820	183,940	15,320	260,440	
6	XM	50-Ton Box Cars	See Schedule A, Note 13	L&N 79-1	14	4,500	27,000	15,679	94,074	20,179	121,074	
25	XL	100-Ton Box Cars	See Schedule A, Note 14	L&N 79-1	14	4,500	112,500	15,679	391,975	20,179	504,475	
4	XP	100-Ton Box Cars	See Schedule A, Note 15	L&N 79-1	14	4,500	18,000	15,679	62,716	20,179	80,716	
14	HT	80-Ton Open-Top Hoppers	See Schedule A, Note 16	L&N 79-2	14	4,500	63,000	10,820	151,480	15,320	214,480	
2	HT	100-Ton Open-Top Hoppers	See Schedule A, Note 17	L&N 79-2	14	4,500	9,000	10,820	21,640	15,320	30,640	
11	LO	100-Ton Covered Hopper Cars	See Schedule A, Note 18	L&N 79-4	14	4,500	49,500	17,268	189,948	21,768	239,448	

Item 2

## ANNEX I TO TRANSFER AGREEMENT

<u>Quantity</u>	<u>Description</u>	<u>Railroad Prefix</u>	<u>Hulk Railroad Numbers</u>
26	50-Ton Box Cars	L&N	See Schedule B Note 1
41	70-Ton Box Cars	L&N	See Schedule B Note 2
29	100-Ton Box Cars	L&N	See Schedule B Note 3
17	70-Ton Open-Top Hoppers	L&N	See Schedule B Note 4
14	80-Ton Open-Top Hoppers	L&N	See Schedule B Note 5
2	100-Ton Open-Top Hoppers	L&N	See Schedule B Note 6
56	70-Ton Gondola Cars	L&N	See Schedule B Note 7
5	100-Ton Gondola Cars	L&N	See Schedule B Note 8
11	100-Ton Covered Hopper Cars	L&N	See Schedule B Note 9
5	70-Ton Bulk-head Flat Cars	L&N	See Schedule B Note 10
6	100-Ton Bulk-head Flat Cars	L&N	See Schedule B Note 11
4	70-Ton Covered Hopper Cars to Ballast Cars	L&N	See Schedule B Note 12
12	50-Ton Pulpwood to Welded Rail Cars	L&N	See Schedule B Note 13



## SCHEDULE A TO LEASE

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>L&amp;N Railroad Road Numbers (Inclusive)</u>	<u>Category</u>	<u>Builder's Specification Number</u>
20	XL	50-Ton Box Cars	See Schedule A Note 1	10	L&N 79-1
4	LO	70-Ton Covered Hopper Cars to Ballast Cars	See Schedule A Note 2	10	L&N 79-6
12	LP	50-Ton Pulpwood to Welded Rail Cars	See Schedule A Note 3	10	L&N 79-7
56	GB	70-Ton Gondola Cars	See Schedule A Note 4	11	L&N 79-3
4	GB	100-Ton Gondola Cars	See Schedule A Note 5	11	L&N 79-3
1	GBS	100-Ton Gondola Cars	See Schedule A Note 6	11	L&N 79-3
5	FB	70-Ton Bulkhead Flat Cars	See Schedule A Note 7	12	L&N 79-5
6	FB	100-Ton Bulkhead Flat Cars	See Schedule A Note 8	12	L&N 79-5
35	XL	70-Ton Box Cars	See Schedule A Note 9	13	L&N 79-1

<u>Quantity</u>	<u>AAR Mechanical Designation</u>	<u>Description</u>	<u>L&amp;N Railroad Road Numbers (Inclusive)</u>	<u>Category</u>	<u>Builder's Specification Number</u>
4	XM	70-Ton Box Cars	See Schedule A Note 10	13	L&N 79-1
2	XP	70-Ton Box Cars	See Schedule A Note 11	13	L&N 79-1
17	HT	70-Ton Open-Top Hoppers	See Schedule A Note 12	13	L&N 79-2
6	XM	50-Ton Box Cars	See Schedule A Note 13	14	L&N 79-1
25	XL	100-Ton Box Cars	See Schedule A Note 14	14	L&N 79-1
4	XP	100-Ton Box Cars	See Schedule A Note 15	14	L&N 79-1
14	HT	80-Ton Open-Top Hoppers	See Schedule A Note 16	14	L&N 79-2
2	HT	100-Ton Open-Top Hoppers	See Schedule A Note 17	14	L&N 79-2
11	LO	100-Ton Covered Hopper Cars	See Schedule A Note 18	14	L&N 79-4

Item 4

EXHIBIT A  
TO  
HULK PURCHASE AGREEMENT

<u>Quantity</u>	<u>Description</u>	<u>Hulk</u>		<u>Hulk</u>	
		<u>Rail- road Prefix</u>	<u>Railroad Numbers</u>	<u>Purchase Price</u>	<u>Total Purchase Price</u>
26	50-Ton Box Cars	L&N	See Schedule B, Note 1	\$4,500	\$ 117,000
41	70-Ton Box Cars	L&N	See Schedule B, Note 2	4,500	184,500
29	100-Ton Box Cars	L&N	See Schedule B, Note 3	4,500	130,500
17	70-Ton Open-Top Hoppers	L&N	See Schedule B, Note 4	4,500	76,500
14	80-Ton Open-Top Hoppers	L&N	See Schedule B, Note 5	4,500	63,000
2	100-Ton Open-Top Hoppers	L&N	See Schedule B, Note 6	4,500	9,000
56	70-Ton Gondola Cars	L&N	See Schedule B, Note 7	4,500	252,000
5	100-Ton Gondola Cars	L&N	See Schedule B, Note 8	4,500	22,500
11	100-Ton Covered Hopper Cars	L&N	See Schedule B, Note 9	4,500	49,500
5	70-Ton Bulk-head Flat Cars	L&N	See Schedule B, Note 10	4,500	22,500
6	100-Ton Bulk-head Flat Cars	L&N	See Schedule B, Note 11	4,500	27,000

<u>Quantity</u>	<u>Description</u>	<u>Hulk</u>		<u>Hulk</u>	
		<u>Rail- road Prefix</u>	<u>Railroad Numbers</u>	<u>Purchase Price</u>	<u>Total Purchase Price</u>
4	70-Ton Covered Hopper Cars to Ballast Cars	MON	See Schedule B, Note 12	4,500	\$ 18,000
12	50-Ton Pulpwood to Welded Rail Cars	L&N	See Schedule B, Note 13	4,500	54,000

Item 5

## SCHEDULE B-1 TO LEASE

Casualty Value Percentages Schedule  
in Respect of Units of Category 10Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	86.4407
1	8/20/80	86.2557
2	2/20/81	84.7543
3	8/20/81	83.1272
4	2/20/82	81.2225
5	8/20/82	79.0678
6	2/20/83	76.6599
7	8/20/83	74.0162
8	2/20/84	71.1339
9	8/20/84	68.0249
10	2/20/85	64.6928
11	8/20/85	61.1436
12	2/20/86	57.3863
13	8/20/86	53.4213
14	2/20/87	49.2628
15	8/20/87	44.9065
16	2/20/88	40.3735
17	8/20/88	35.6549
18	2/20/89	30.7788
19	8/20/89	25.7313
20	2/20/90, and thereafter	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B-1 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

## SCHEDULE B-2 TO LEASE

Casualty Value Percentages Schedule  
In Respect of Units of Category II

Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	87.5478
1	8/20/80	87.7282
2	2/20/81	86.5135
3	8/20/81	85.2946
4	2/20/82	83.8021
5	8/20/82	82.0663
6	2/20/83	80.0812
7	8/20/83	77.8671
8	2/20/84	75.4180
9	8/20/84	72.7491
10	2/20/85	69.8605
11	8/20/85	66.7616
12	2/20/86	63.4570
13	8/20/86	59.9506
14	2/20/87	56.2517
15	8/20/87	52.3599
16	2/20/88	48.2907
17	8/20/88	44.0391
18	2/20/89	39.6277
19	8/20/89	35.0468
20	2/20/90	30.3263
21	8/20/90	25.4513
22	2/20/91, and thereafter	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B-2 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

## SCHEDULE B-3 TO LEASE

Casualty Value Percentages Schedule  
in Respect of Units of Category 12

Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	88.0654
1	8/20/80	88.8892
2	2/20/81	88.3876
3	8/20/81	87.5609
4	2/20/82	86.4551
5	8/20/82	85.1098
6	2/20/83	83.5112
7	8/20/83	81.6873
8	2/20/84	79.6253
9	8/20/84	77.3478
10	2/20/85	74.8485
11	8/20/85	72.1437
12	2/20/86	69.2320
13	8/20/86	66.1242
14	2/20/87	62.8235
15	8/20/87	59.3365
16	2/20/88	55.6731
17	8/20/88	52.3260
18	2/20/89	48.0060
19	8/20/89	43.6856
20	2/20/90	39.3951
21	8/20/90	34.9623
22	2/20/91	30.4191
23	8/20/91	25.7533
24	2/20/92, and thereafter	20.0000

Table 2

The percentages set forth in Table 1 of this Schedule B-3 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

## SCHEDULE B-4 TO LEASE

Casualty Value Percentages Schedule  
in Respect of Units of Category 13

Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	88.3657
1	8/20/80	89.6412
2	2/20/81	89.2548
3	8/20/81	88.8641
4	2/20/82	88.1774
5	8/20/82	87.2414
6	2/20/83	86.0380
7	8/20/83	84.6008
8	2/20/84	82.9123
9	8/20/84	81.0006
10	2/20/85	78.8554
11	8/20/85	76.4984
12	2/20/86	73.9245
13	8/20/86	71.1492
14	2/20/87	68.1734
15	8/20/87	65.0083
16	2/20/88	61.6617
17	8/20/88	58.1400
18	2/20/89	54.4592
19	8/20/89	50.6212
20	2/20/90	46.6500
21	8/20/90	42.5430
22	2/20/91	38.3331
23	8/20/91	34.0130
24	2/20/92	29.6250
25	8/20/92	25.1650
26	2/20/93,	20.0000

and thereafter.

Table 2

The percentages set forth in Table 1 of this Schedule B-4 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103



## SCHEDULE B-5 TO LEASE

Casualty Value Percentages Schedule  
In Respect of Units of Category 14

Table 1

<u>Rental No.</u>	<u>Rental Payment Date</u>	<u>Percentage of Purchase Price for each Unit</u>
Interim	2/20/80	88.5583
1	8/20/80	90.3112
2	2/20/81	90.6530
3	8/20/81	90.6686
4	2/20/82	90.3731
5	8/20/82	89.8198
6	2/20/83	88.9858
7	8/20/83	87.9099
8	2/20/84	86.5703
9	8/20/84	84.9996
10	2/20/85	83.1835
11	8/20/85	81.1479
12	2/20/86	78.8842
13	8/20/86	76.4120
14	2/20/87	73.7288
15	8/20/87	70.8494
16	2/20/88	67.7793
17	8/20/88	64.5285
18	2/20/89	61.1109
19	8/20/89	57.5318
20	2/20/90	53.8140
21	8/20/90	49.9583
22	2/20/91	45.9968
23	8/20/91	41.9259
24	2/20/92	37.7881
25	8/20/92	33.5845
26	2/20/93	29.3838
27	8/20/93	25.1734
28	2/20/94,	20.0000
	and thereafter	

Table 2

The percentages set forth in Table 1 of this Schedule B-5 have been computed without regard to recapture of the Investment Credit (as defined in the Indemnity Agreements dated as of the date hereof, between the Lessee and each Beneficiary). Consequently, the Casualty Value of any Unit suffering a Casualty Occurrence on or before the third, fifth or seventh anniversary of the date of delivery and acceptance of such Unit shall be increased by the applicable percentage of the Reconstruction Cost set forth below:

<u>Anniversary of Delivery and Acceptance</u>	<u>Percentage of Reconstruction Cost</u>
Third	19.2308
Fifth	12.8206
Seventh	6.4103

Item 6

## SCHEDULE C TO LEASE

<u>Category of Units</u>	<u>Semiannual rental factor (as percentage of Purchase Price)</u>	<u>Nonrenewal Payment factor* (as percentage of Purchase Price)</u>
10	6.6292	--
11	6.3159	30.3263
12	6.0746	39.3951
13	5.9054	46.6500
14	5.7395	53.8140

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\* The Nonrenewal Payment for any Unit is equal to the Non-renewal Payment factor multiplied by the Purchase Price of such Unit.

## SCHEDULE A

Note 1

96397	96439	96474
96400-96401	96455-96456	96476
96403	96460-96465	96478
96406	96471	96481
96415		

Note 2

45179  
45188  
45193  
45194

Note 3

42901	42915-42916	42929-42930
42905	42918	42932
42909	42923	
42912	42927	

Note 4

27407	27472-27476	29046
27413	28574	29501
27421	28576-28578	29504-29507
27424	28582	29510-29511
27428	28584	29515
27431-27434	28589	29517
27438	28592-28593	29520-29521
27442	28597	29525
27467	29042-29043	29527-29529
27469-27470		

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## SCHEDULE A

29532  
29537  
29539  
29545  
29547  
29550  
29553  
29562  
29564

Note 5

27665-27666  
27669  
27672

Note 6

27980

Note 7

990607  
990834  
991006-991008

Note 8

990312-990315  
990403  
990502

## SCHEDULE A

Note 9

112417  
112419  
112422  
112424  
112428-11429

112438  
112440  
112443  
112454  
112462

112475  
112483  
112485  
112495  
112502-112521

Note 10

112822  
112825  
112828  
112831

Note 11

104452  
104454

Note 12

76451-76453  
76456  
76460  
76466  
76468

76471-76472  
76475-76476  
76480  
76482

76493  
76501  
76508  
76524

Note 13

110253  
110257  
110266  
110272

111275  
111283

Note 14

114035  
114038-114043  
114046-114061  
114064

114068

## SCHEDULE A

Note 15

113962  
104451  
114300-114301

Note 16

189497  
189507-189508  
189518  
189528

189534  
189541  
189544-189547  
189550

189553-189554

Note 17

192099  
192105

Note 18

205184  
205187  
205189  
205191

205194  
205206  
205214-205215  
205998

250517-250518

## SCHEDULE B

Note 1

97123	98130	109114	109281
97167	98372	109124	109334
97168	98467	109135	109344
97257	98894	109147	109371
97383	109038	109151	109422
97908	109048	109241	109472
97957	109110		

Note 2

100223	102642	103919	103967
100303	103005	103931	103969
100453	103041	103940	103970
100701	103129	103943	103976
102116	103222	103948	103979
102311	103782	103952	103987
102343	103813	103954	103989
102357	103873	103958	103991
102461	103915	103959	104104
102470	103916	103961	104652
102531			

Note 3

104059	104888	104938	104981
104730	104889	104954	104993
104746	104909	104955	105041
104760	104917	104960	105487
104765	104926	104962	105495
104771	104930	104976	105615
104783	104937	104977	107588
104789			

Note 4

153044	153790	154886
153045	153868	155114
153070	153922	155217
153307	154096	155365
153398	154296	156141
153725	154759	

Note 5

180241	188498
180962	188623
182136	188756
183396	188782
186311	189004
187103	189087
188148	189203

Note 6

191535  
191739

Note 7

36323	39129	39732	170688
36460	39225	39778	170696
36470	39251	39964	170700
36499	39284	170013	170709
36605	39305	170069	170835
36632	39320	170116	170909
36821	39336	170136	171075
36853	39354	170152	171194
36884	39456	170305	171228
36920	39539	170318	171306
38909	39548	170502	171359
38917	39557	170574	171932
38955	39595	170644	172061
39053	39622	170649	174129

Note 8

175061	176290
176025	176757
176064	

Note 9

200122	200596
200209	240775
200273	241720
200435	241734
200521	250060
	250080



Note 10

22607	22744
22626	23941
22641	

Note 11

22320	22346
22322	22967
22324	22990

Note 12

38085	38456
38429	38457

Note 13

20505	20822
20579	20842
20653	20913
20748	20927
20784	20933
20786	20978